## INTERLOCAL AGREEMENT BETWEEN CITY OF REDMOND AND EASTSIDE PUBLIC SAFETY COMMUNICATIONS AGENCY FOR OFFICE SPACE AND SUPPORT SERVICES

THIS INTERLOCAL AGREEMENT is entered into between the City of Redmond ("Redmond") and the Eastside Public Safety Communications Agency ("EPSCA") for the purposes hereinafter stated

## RECITALS

- A EPSCA was created as a separate legal entity by an interlocal agreement between the cities of Redmond, Bellevue, Kirkland, and Mercer Island executed in 1992. The purpose of EPSCA is to develop, own, operate, and manage an Eastside radio communications system for 800 MHz radio communication by and between government agencies.
- B EPSCA is currently housed on the seventh floor of Bellevue City Hall The City of Bellevue has advised EPSCA that Bellevue can no longer provide the seventh floor space due to the space needs of the Northeast King County Regional Public Safety Communications Agency, commonly referred to as "NORCOM" EPSCA must therefore find alternative space and must obtain staff, facility and equipment support from another government agency
- C Redmond has space available for EPSCA to locate within the Redmond Public Safety Building Redmond intends to offer employment to Bellevue staff members currently employed by the City of Bellevue on behalf of EPSCA Redmond has agreed to provide staff and facility support to EPSCA while housed at the Redmond Public Safety Building EPSCA and Redmond have agreed upon the terms and conditions under which EPSCA will transfer its location to the Redmond Public Safety Building, and obtain support services from Redmond staff for the transferred Bellevue employees to the City of Redmond
  - D The parties desire to reduce their agreement to writing

## **AGREEMENT**

IN CONSIDERATION OF the terms and conditions hereinafter set forth, the parties agree as follows

l <u>Purpose</u> The purpose of this Agreement is to provide for the relocation of EPSCA facilities, equipment, and staff from the Bellevue City Hall to the Redmond Public Safety Building and to provide for the continued operation of EPSCA by providing staff, equipment and facility support from Redmond

- 2 <u>Term of Agreement</u> This Agreement shall take effect and be in force May 1, 2009 and shall continue in effect thereafter until terminated by either party as provided in Section 20
- Space at Redmond Public Safety Building Redmond agrees to provide approximately 800 square feet of space (the "EPSCA space") within the Redmond Public Safety Building at 8701 160th Ave NE to EPSCA for use as EPSCA's administrative offices The EPSCA space is depicted on the drawing attached to this Agreement as Exhibit A In the event that improvements to the EPSCA space are required, EPSCA and Redmond will agree on improvements to be made to the space in order to allow it to function as EPSCA's offices, with the understanding that Redmond will have authority for final approval EPSCA will be solely responsible for designing the improvements, provided, that Redmond and EPSCA will agree on the final design agreement, Redmond or EPSCA will put the improvement project out to bid (if required) The parties will review all bids received and will agree upon the contractor to whom the contract will be awarded Redmond or EPSCA will then award the construction contract and cause the improvements to be constructed. If Redmond executes the construction contract, EPSCA will deposit the entire contract sum with Redmond for Redmond's use in paying the contractor In the event of change orders or cost overruns, EPSCA will pay Redmond the cost of such change orders or cost overruns within thirty (30) days after receipt of an invoice therefore from Redmond, provided that Redmond has agreement from EPSCA regarding the change orders The parties will agree on the date of substantial completion, any required punch-list, and final completion
- 4 Moving and Installation of Furnishings and Equipment EPSCA will be solely responsible for moving its furnishings and equipment from Bellevue City Hall and for installation of the same at the Redmond Public Safety Building, provided, that to the extent involvement of the support staff provided by Redmond under Section 12 below is necessary in order to oversee the move and to ensure that the equipment is functional and that EPSCA is operational after the move Redmond agrees to make the support staff available for such purposes at no additional cost
- Limitation on Use of EPSCA Space Access EPSCA shall use the designated space at the Redmond Public Safety Building solely for the purpose of developing, operating, and managing an Eastside radio communications system for 800 MHz radio communication, or its successor system by and between government agencies No other use is authorized EPSCA understands that the Redmond Public Safety Building is a secure facility and that all access by persons other than Redmond Police Department Employees is limited. Any persons to be provided access to the EPSCA space shall be required to follow security procedures established by the Redmond Police Department, which may include, but not be limited to, the presentation of identification, being restricted to specific areas of the building, and being escorted and observed when in the building. Redmond reserves the right to deny access in its sole discretion.

- 6 <u>Hazardous Waste</u> EPSCA will not bring or keep anything in or about the EPSCA space that is or will constitute hazardous waste or similar legally prohibited substance or violate any environmental protection law
- 7 <u>Use of Meeting Rooms</u> EPSCA may, from time to time, request use of other meeting rooms within the Redmond Public Safety Building or elsewhere on the Redmond Municipal Campus and Redmond agrees to accommodate the same to the extent consistent with Redmond's own needs
- 8 Rent No rent will be charged to EPSCA by Redmond for use of the EPSCA space
- 9 <u>Utilities</u> Redmond will provide utilities to the EPSCA space, including water, gas, heat, light, power, telephone, garbage removal, sanitary sewer and janitorial services
- 10 <u>Leasehold Excise Tax</u> Because there is no payment of rental by EPSCA, the parties understand this transaction to be exempt from the payment of Leasehold Excise Tax levied under RCW Chapter 82 29A. In the event that any such tax becomes due, EPSCA agrees to pay Redmond an amount equal to the Leasehold Excise Tax so assessed
- Alterations EPSCA shall make no alterations, additions or improvements to the EPSCA space or any part thereof without first obtaining the prior written consent of Redmond
- Maintenance and Repair Redmond shall keep in good condition and repair all portions of the EPSCA space not required to be maintained by EPSCA, including without limitation, the maintenance, repair and replacement of all interior walls or partitions and interior portions of exterior walls, doors, exterior and interior glass and window casements, roof, and all utility systems within the Premises including heating, ventilation and air conditioning systems ("HVAC"), all plumbing pipes, electrical wiring, switches, fixtures, appliances, signs and equipment EPSCA shall reimburse Redmond for any and all repairs that may become necessary due to damage caused by EPSCA's actions
- Hiring and Assignment of Support Staff Redmond agrees to provide personnel and staff support for the necessary day-to-day operations of EPSCA at the same or at a substantially equivalent level as currently provided by the City of Bellevue It is the intent of Redmond to offer employment to the four employees of the City of Bellevue who currently reside in the communications center in Bellevue City Hall, on such terms as Redmond deems appropriate, consistent with Redmond's salary and benefit plans. Nothing in this Agreement obligates Redmond to provide staff support to EPSCA using only such employees or to offer employment to such employees on terms identical to those under which they are employed at Bellevue. EPSCA shall have no authority over the salaries, benefits, or discipline of any non-EPSCA Redmond employee.

supporting EPSCA, but may be consulted on performance reviews and disciplinary actions and, may at any time, provide input to Redmond concerning the performance or conduct of any such employee

- Payment of Staff Costs Redmond will bill, and EPSCA will pay, for all costs of Redmond staff on a quarterly basis EPSCA will be charged for the full cost of salaries, wages, and benefits of those Redmond employees who are eligible for reimbursement from EPSCA, and devote full or part-time work to EPSCA, EPSCA will pay for the services provided within thirty (30) days after receipt of an invoice from Redmond
- 15 <u>Supplies, Services, Equipment, and Materials</u> EPSCA will be solely responsible for procuring supplies, services, equipment, and materials necessary to perform EPSCA's functions. In the event that Redmond agrees to procure any such supplies, services, equipment or materials on EPSCA's behalf, such procurement shall be at EPSCA's sole cost and expense.
- 16 <u>Property</u> No real or personal property is to be acquired jointly by the parties under this Agreement <u>All</u> improvements to the EPSCA space made pursuant to Section 3 above shall become the property of Redmond, except that trade fixtures, furnishings, and equipment paid for by EPSCA shall remain EPSCA's property and may be removed by EPSCA upon termination of this Agreement
- Indemnity Each party shall indemnify, defend, and hold the other party, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney's fees, arising out of the acts, errors, or omissions of the indemnifying party, its officers, officials, employees, agents, and volunteers in the performance of its obligations under this Agreement, except to the extent the injuries or damages were caused by the indemnified party. In the event a court of competent jurisdiction determines that RCW 4.24.115 applies to this Agreement, then in the event of liability caused by the concurrent negligence of both parties each party shall be responsible only to the extent of its own negligence. The parties waive immunity under the Industrial Insurance Act, Title 51 RCW solely to the extent necessary to provide indemnity to each other for injuries to each other's employees. This waiver has been mutually negotiated.
- Insurance Each party shall be responsible for obtaining and maintaining its own liability and property insurance against losses or liability related to this Agreement EPSCA and Redmond hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.
- No Third Party Beneficiaries There are no third party beneficiaries to this Agreement No person or entity other than a party to this Agreement shall have any

rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement

- 20 <u>Termination</u> Either party may terminate this Agreement upon one-hundred eighty (180) days written notice to the other party. No later than the ninetieth day following the notice of termination, EPSCA shall vacate the EPSCA space and remove its trade fixtures, furnishings and equipment
- 21 <u>Notices</u> Notices under this Agreement shall be given in writing, addressed to the following persons

To Redmond

To EPSCA

Mayor City of Redmond 15670 NE 85th Street P O Box 97010 Mail Stop 4NEX Redmond, WA 98073-9710 Executive Board Chair Eastside Public Safety Communications Agency

Written notices shall be deemed received three (3) days after the same are deposited in the United States Mail, postage prepaid, addressed as provided above

- 22 <u>Administration</u> No separate legal or administrative entity is created by this Agreement. The Mayor of Redmond and the Chair of the EPSCA Executive Board will jointly administer this Agreement.
- 23 <u>Governing Law</u> This Agreement shall be governed by the laws of the State of Washington
- 24 <u>Litigation</u> In any litigation brought by either party to enforce the provisions of this Agreement or to redress any breach thereof, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The venue for any action related to this Agreement shall be the Superior Court in and for King County, Washington, at Seattle
- 25 <u>Severability</u> If any section, sentence, clause or phrase of this Agreement is held to be invalid or unconstitutional by a court of competent jurisdiction, the invalidity or unconstitutionality does not affect the valid or constitutionality of any other section, sentence, clause or phrase of this Agreement
- 26 <u>Listing</u> As provided in RCW 39 34 040, each party shall, prior to the effective date of this Agreement, list this Agreement by subject on its web site
- 27 <u>Entire Agreement</u> This Agreement represents the entire understanding and agreement of the parties concerning its subject matter and supersedes all prior

discussions and understandings This Agreement may be modified only by written instrument signed by both parties

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below

CITY OF REDMOND

EASTSIDE PUBLIC SAFETY COMMUNICATIONS AGENCY

Mayor John Marchiofe Date 3/3/69 Leon Kos, Executive Board

Chair

Date \_ 4/9/09

**ATTEST** 

Michelle M McGehee, City Clerk, CMC

(SEAL)

APPROVED AS TO FORM

James E Haney, City Attorney

APPROVED AS TO FORM

EDSCA Attornal